

FRONTIER PROFESSIONAL BASEBALL, INC. UNIFORM PLAYER CONTRACT

Parties THIS UNIFORM PLAYER CONTRACT ("Contract") is made between the Florence Freedom, a team in Frontier Professional Baseball, Inc. ("League") having a place of business at 7950 Freedom Way in Florence, KY 41042 ("Club") and Casey Henn who resides at 667 Old Blue Rock Rd #52 in Cincinnati, OH 45247 ("Player"), for the purposes, among others, of setting forth the terms and conditions under which the Player may play baseball for the Club or any other baseball organization in the League during the term set forth.

Therefore, in consideration of the promises of the parties and other matters set forth hereafter, and other good and lawful consideration received, the sufficiency and adequacy of which each party hereby acknowledges, the parties agree as follows:

1. Employment

The club hereby employs Player to render, and Player hereby agrees to render, skilled services as a professional baseball player for all games of the Club in the League during the 2015 season from and after the date of this Contract, including Regular Season games, and any Championship or Playoff Series Games. Unless this contract is terminated pursuant to the provisions of Sections 11 or 12, the term of such employment shall extend until Player has performed all such services for Club in all the foregoing games in which the Club may participate as well as the All-Star game, during such season and the next succeeding season if the Club exercises its option under Section 3. Player shall not be deemed to have performed his services under this Contract if Player withholds his services for any of the foregoing games.

2. Payment

(a) For the services and other obligations of the Player under the terms of this Contract, the Club will pay the Player at the rate of \$ 1150 gross during each month of the League's Regular Season and any Championship or Playoff Series Games. Such payment shall be paid bi-monthly on the 15th and the last day of each month.

In the event that all or any part of the League's playing season for Regular Season games is suspended or cancelled for any reason, the Club's obligations to make payments will cease, effective as of the date of such suspension or cancellation. In addition, Player shall not be entitled to any payment during the period such Player is on the Suspended List of the Club, any period during which the Player fails or refuses to play games for the Club, or any time after this Uniform Contract is terminated pursuant to the provisions of Sections 11 or 12.

(b) Notwithstanding any other provisions in this Contract, the Club shall be under no obligation to pay Player any monetary or other compensation other than that set forth in this Section 2. The Club will not pay and the Player will not accept any bonus or anything of value for winning any particular League game, or for attaining a certain position by the Club's team in the League standings, or for any other act or accomplishment by the Player that could be construed as a means of avoiding the salary cap as set forth in the League Rules and Regulations.

3. Term of Contract

This agreement shall commence on January 1, 20 15 and shall, unless otherwise terminated in whole or part pursuant to the provisions of Sections 11 or 12, remain in effect until January 1, 20 16, unless the term is extended by a one-year renewal of the term of this Contract by the Club. The Club shall have the option to extend the term of this Contract for a one-year period until January, 20 17, by giving written notice of the exercise of such option to the Player at least 10 days prior to January 1, 20 16. Upon giving such notice, the term of this Contract shall automatically be extended for one additional year and all terms and provisions of this Contract shall remain in effect. During the one-year extended term, the compensation to be paid the Player shall be pursuant to the provisions of and at a rate set forth in Section 2(a) of this Contract unless the parties expressly agree otherwise in writing as to the rate of such compensation.

4. Player Representation

As an inducement for the Club to enter into this Contract, Player represents to the Club that: (a) at the time Player signs this Contract, Player is not under contract or contractual obligations to any other baseball team or baseball league to perform services as a Player, is under no contractual or other restrictions which would prohibit him from entering into and carrying out all of his obligations under this Contract, and that he is capable of and will perform with all his skills the services stated and such other duties as may be required of him under this Contract; (b) the Player has no physical or mental defects known to him which would prevent or impair the performance of his services as a skilled baseball player and has never sustained any physical or mental disabilities or defects which would be exacerbated or otherwise worsened by playing baseball for the Club; (c) the Player does not directly or indirectly own any stock or have any financial interest in the ownership or earnings of the Club, the League, or any other Team in the League and that he will not during the term of this Contract obtain, acquire, or hold any such stock or other interest; (d) the Player has unique skill and ability as a baseball player, so that Player's services for the Club will be of a special and extraordinary character whose particular value cannot be reasonably or adequately compensated for in damages of law, and any breach of this Contract by Player will cause the Club very great and irreparable injury and damage entitling the Club to injunctive and other equitable relief to prevent any such breach or enjoin the Player from playing for any other professional baseball club or league during the term of this Contract; (e) Player is not a party to, and during the term of this contract will not enter into, any agreement or contractual obligation which conflicts with any of Player's obligations under this Contract; (f) the Player is a United States citizen or, if not a United States citizen, he will assist the Club in obtaining the proper documentation to play in the League; (g) Player's name as set forth in this Contract is his proper and legal name and is not a fictitious or assumed name; and (h) Player is full age and competent to execute this Contract.

5. Loyalty

Player agrees to serve the Club diligently and faithfully, to report at the time and place fixed by the Club in good physical condition, to keep himself in first-class condition, to observe and comply with all rules and regulations of the League and the Club and to conform to the highest standards of personal conduct and good sportsmanship at all times, and not to do anything which is detrimental to the best interests of the Club or the League. Player also covenants to assure that all the Player Representations in Section 4 shall continue in effect at all times during the term of this Contract. In addition, Player agrees to cooperate with the Club and the League in any and all promotional activities of the Club or the League which, in the reasonable opinion of the Club or the League, will promote the welfare of the Club or the League, including, without limitation, making himself available for interviews by representatives of the media at reasonable times, and allowing telecasts and still or motion pictures to be taken of him at such times and places as the Club may designate, and allowing summaries of his life and career to be prepared by the Club or the League. All such pictures, telecasts, interviews and summaries shall be owned by the League and may be directly or indirectly reproduced, disseminated, and distributed by the Club or League without further compensation to the Player. All monies or other compensation arising therefrom shall be payable to the League or Club, whichever is applicable. If Player desires to sponsor commercial products or services by directly or indirectly wearing or utilizing any trademarks or service marks ("logos") of the Team or League, Player shall first obtain the written consent of the Club and League, which consent shall not be unreasonably withheld except for the reasonable interests of the Club or the League.

6. Disability of Player

If the Club places a Player on the Injured Reserve List at any time subsequent to the commencement of Regular Season League Games and prior to the completion of the final championship season Game in which such Player would otherwise be eligible to participate, the Club shall continue to pay such Player at the rate set forth in Section 2 of this Contract during such times as the Player is on such Injured Reserve List up to the last game of

the Club's regular and championship season. If the Player is placed on the Injured Reserve List at any other time, the Player shall not be entitled to receive any form of compensation or other benefit from the Club except as provided in the next paragraph.

Nothing contained in this Agreement will deny or diminish a Player's right to receive Worker's Compensation Benefits or any surgical, medical, or hospitalization insurance payments provided by any third party. If a Player is receiving any compensation from the Club or any surgical, medical, or hospitalization insurance payments for surgery, hospital care, or other medical treatment otherwise paid for by the Club, Player shall immediately turn over and remit all such Worker's Compensation payments and surgical, medical, or hospitalization payments provided by any third party to the Club and execute such assignments of rights to such payments as the Club may request. If Player fails or refuses to pay any such payments to Club or execute any such assignments, Club may deduct such monies from any compensation due to Player. The following conditions are expressly established as conditions precedent to Club's obligation to pay any compensation or payments on account of medical treatment or hospitalization to which Player is entitled, if any, from the Club:

(1) Player's disability must have been a direct and proximate result of an injury sustained in the course of and within the scope of Player's employment under this contract; and

(2) Player must give Club written notice of the time, place, cause, and nature of Player's injury within three (3) days from the date of receiving such injury or disability, or prior to termination of this Contract as provided in Section 11 or 12, which failure shall not impair Player's rights set forth herein if Club has actual knowledge of such injury; and

(3) Such injury or other such disability must not have been incurred intentionally or as a result of gross negligence by the Player; and

(4) If requested by Club, Player must provide Club with written medical proof of Player's disability and submit to such physical examinations by medical personnel designated by the Club as the Club may desire.

Player shall not be entitled to suit up or participate in any game during any time Player is not under the terms of this Contract.

Player hereby releases and waives every claim he may have against the League and every member of the League (i.e. Club owners), arising out of or in connection with any fighting or other form of unsportsmanlike conduct occurring during the course of any practice, exhibition, championship season game or playoff game.

7. Other Lists

Player recognizes and acknowledges that the Club or League may from time to time place Player's name on an Injured Reserve List, a Suspended List, a Protected List, a Waiver List, or such other lists as the Club or League may hereafter designate. Player shall at no time be entitled to receive compensation at the monthly rate set forth in Section 2 or any other compensation whatsoever at any time while Player is under such list except the Injured Reserve List, as set forth in Section 6, and the Waiver List. As soon as Player's name is removed from the Waiver List, Player shall not be entitled to receive any compensation or other payments from the Club except those which are accrued prior to the date Player's name was removed from the Waiver List. Player shall not be entitled to suit up or participate in any game during any time Player is on any such list.

8. Physical Examination

Whenever requested by Club, Player shall submit such physical, psychiatric, psychological and/or dental examinations as the Club may desire at the expense of the Club unless made necessary by some act or conduct of the Player contrary to the terms of this Contract. In addition, Player shall, at Player's expense to the extent Player has health insurance to pay therefor and at Club's expense otherwise, undergo such medical, surgical, psychiatric, or dental treatment as the Club may designate. Upon failure or refusal of Player to do so, Player shall be deemed to be in violation of this Contract.

9. Playing For Others

So long as Player has not terminated this Contract and the term of this Contract (as may be extended by the Club pursuant to the Option in Section 3) has not expired, Player, for the purpose of avoiding injuries, will not play baseball otherwise than for the Club unless the Club gives its prior written consent. In addition, in order to minimize injuries which might impair or destroy Player's ability and skills as a professional baseball player, Player agrees so long as this Contract is in effect that he shall not engage in automobile or motorcycle racing, hang gliding, fencing, parachuting, sky diving, boxing, wrestling, karate, judo, football, basketball, skiing, hockey, or any other sport or activity involving danger to his health or safety.

The parties acknowledge that Player's playing baseball and providing other services to Club are unique and irreplaceable, and that Player's failing to play baseball for or provide other services to the Club as called for under this Contract or playing baseball for any entity other than the Club will cause the Club serious and irreparable harm and damage. As a result, Player acknowledges and agrees that in the event Player violates any of the provisions of this Section, the Club, may at its option and in addition to any other remedies which it may have in law or in equity, obtain an injunction or other extraordinary equitable relief prohibiting and restraining the Player from playing baseball with any other entity than the Club and otherwise violating or continuing to violate any of the provisions of this Section of the Contract. Player hereby irrevocably submits to the personal and subject matter jurisdiction of the Courts of the State of Ohio and any other state in the United States of America for the institution of proceedings, the entry of such injunction or other extraordinary equitable relief, and the enforcement of such injunction or other extraordinary equitable relief.

10. Assignments

Player understands and agrees that the Club may without Player's consent freely assign this Contract to any other Club in this League or to any other baseball team in any Major League (the National League of Professional Baseball Clubs and the American League of Professional Baseball Clubs), or any Minor League or independent professional league (whether such organizations are affiliated with Major League teams or not), and any teams in any league in foreign countries at any time and upon such terms as the Club deems acceptable. Upon any such assignment, the assignee baseball organization shall be liable to Player for all payments and other benefits accruing from the date Player reports to such assignee baseball organization (or to which he is directed to perform services by such assignee baseball organization), and this Club or the other assignor baseball organization shall remain liable to Player only for all payments accrued as of the date of such assignment.

If this Contract is so assigned, Player shall report to the baseball organization to which such Contract is assigned or to which he is directed to perform by the assignee baseball organization as soon as a mode of transportation authorized or furnished to Player permits. If Player fails or refuses to report as soon as such mode of transportation permits, Player shall not be entitled to any payment for the period from the date from which he received notice of such assignment to the date on which Player reports to the assignee baseball organization to which he is directed to perform services. In the event that Player's contract is assigned or transferred, all reasonable moving expenses incurred by the Player as a result thereof shall be paid by the assignee Club. Such assignee club hereby agrees that its acceptance of the assignment of this Contract constitutes agreement on its part to make such payment to Player.

Player also specifically understands and agrees that Club's right to assign or transfer this Contract includes signing or transferring this Contract to any baseball team or other organization in any other professional baseball league whatsoever, regardless of whether such other league plays regular season games at about the same time as this League plays regular season and other games at any other time or season or location. Upon any such assignment, Player agrees he will execute the standard form agreement then in effect in the league with which such baseball organization is associated.

Player further agrees that, should the Club contemplate the sale, assignment, or transfer of this Contract, the Club's physician may furnish to such other Club all relevant medical information relating to Player.

11. Termination By Player

If the Club is in arrears in any payments due and owing the Player under this Contract for more than seven (7) business days or if it fails for more than seven (7) business days to perform any of its other obligations under the terms of this Contract after receiving written notice of such default from the Player, Player shall be entitled to apply to the Commissioner of the League to terminate this Contract. If the Club shall fail to remedy any such default within five (5) business days of such application, the Commissioner, after reviewing the facts, may terminate this Contract by a declaration of free agency. No such termination shall terminate or satisfy the obligations of the Club to the Player for any payments due up to the date of such termination.

**12. Termination
By Team**

The Club may terminate this Contract by giving written notice or telefax notice to the Player at any time if the Player shall: (a) fail, neglect, or refuse to conform Player's personal conduct to high standards of good citizenship and good sportsmanship, or good moral character; or (b) fail, refuse, or neglect to keep himself in first-class physical condition; or (c) fail, refuse, or neglect to obey or comply with any of the Club's requirements pertaining to Player's conduct and services; or (d) fail to exhibit sufficient skills or competitive ability in the sole judgment and discretion of the Club so as to qualify or to continue as a professional baseball player and a member of the Club's team in the League; or (e) fail, refuse, or neglect to render services pursuant to the terms of this Contract, or in any other manner materially breach or violate the provisions of this Contract; or (f) become disabled or otherwise physically or mentally unfit or unable to perform his services for the Club with the same degree of ability which he previously exhibited; or (g) bet, or offer or attempt to bet, money or anything of value on the outcome of any game participated in by any Club which is a member of the League.

**13. Other
Requirements**

The parties acknowledge that this Contract and their respective rights and obligations under this Contract are subject to and may be supplemented by provisions in the League's Code of Regulations, By-Laws, and Rules and Regulations, and other rules which the Club may adopt. In the event of any conflict between any of the foregoing documents and this Contract, the provisions of the foregoing documents shall govern. If Player breaches or fails to comply with any other provisions of the foregoing documents, Player shall be deemed to have breached and violated the Contract.

14. Discipline

(a) If Player breaches or violates any of the provisions of this Contract or the Code of Regulations, By-Laws, or Rules and Regulations of the League, or any Rules and Regulations of the Club, the Club may impose a reasonable fine upon Player and deduct the amount thereof from Player's compensation, may suspend Player without compensation for such period as the Club deems appropriate, or both. Upon suspension of the Player, the Club shall place the Player's name on a Suspended List prescribed by the League.

(b) In the event of any dispute between Player and Club under the provisions of this Contract and any of the foregoing documents incorporated in this Contract by reference, the decision of the Club regarding such disputed claim shall be subject solely to Player's right of appeal of such decision to the Commissioner of the League. Player shall submit such appeal in writing to the Commissioner, and furnish a copy to the Club, within seven (7) days of the date such dispute of claim arose. All proceedings before the Commissioner shall be deemed to be arbitration proceedings under the provisions of any applicable laws pertaining to the arbitration of disputes, the stay of litigation pending such arbitration, and the enforcement of any arbitration awards by court judgment. The determination by the Commissioner of any such appeal shall be deemed to be an award of an arbitrator. Each party agrees that the Commissioner may make known to the public all matters pertaining to any such appeal, including underlying facts, procedures followed, and determinations made.

(c) In addition, the Commissioner may on his own or in response to complaints or charges filed by any third party, impose a reasonable fine upon the Player and arrange for deduction thereof from Player's compensation or otherwise, suspend Player without compensation for such period as the Commissioner deems appropriate, or both, upon finding that Player has breached or violated any provisions of this Contract or the Code of Regulations, By-Laws, or Rules and Regulations of the League or any Rules and Regulations of the Club. All proceedings before the Commissioner shall be deemed to be arbitration proceedings under the provisions of any applicable laws pertaining to the arbitration of disputes, the stay of litigation pending such arbitration, and the enforcement of any arbitration awards by Court Judgment. The determination by the Commissioner of any such appeal shall be deemed to be the award of an arbitrator. Player agrees that the Commissioner may make known to the public all matters pertaining to any such appeal, including underlying facts, procedures followed, and determinations made.

15. Testing

Player agrees to submit to drug and alcohol testing, or both, upon request by the Club or the League, by immediately providing to designated individuals urine and/or blood samples for the purpose of such testing, all in compliance with the League Substance Abuse Policy. Player specifically agrees that failure to submit to any such testing in the manner and timing required by the Club or League is grounds for immediate termination of this Contract pursuant to Section 12.

**16. Player's Name
On Endorsements**

Player irrevocably grants and assigns to the League or the Club during the term of this Contract the right to use his name, likeness (including still photographs and motion pictures and video or other electric recordings), or both, in connection with the advertisement, promotion or sale of any products designated by the League or the Club, including, without limitation, the advertisement and promotion of official League or Club sponsors and official League or the Club suppliers. All revenues received by the League or the Club for any of the foregoing shall belong to and be the property of the League or the Club, and Player shall have no claim to any portion thereof. In addition, Player specifically acknowledges that Player has no right, title or interest in or to, and no right to receive remedy from, any names, trademarks or service marks, logos, or other descriptions of the League, the Club, any other team within the League, or any products or services of the League, the Club, or any other teams in the League. However, so long as Player does not endorse any product or entity in competition with the League, the Club, or any sponsors of the League or the Club, Player retains the right to make such personal appearances and commercial endorsements as Player chooses upon obtaining the prior written approval of the League or the Club. Player acknowledges that League may refuse to grant such approval of, in sole discretion of the League or the Club, such personal appearance or endorsements would be detrimental to the League, the Club or professional baseball.

17. Uniform

Club will select and furnish Player with all baseball uniforms (excluding shoes and gloves, which Club may furnish if it so desires) and all other items to be worn or displayed by Player while playing or participating in any Exhibition Games, Regular Season Games, All-Star Games, or Championship Series Games, or other functions sponsored by the Club or the League, and Player shall only wear such uniforms and other items designated by Club. Player shall immediately return to the Club all such uniforms and other items furnished by the Club upon termination of the Regular Season or the Championship Series Games if the Club is playing in such Championship Series Games, or any prior termination of the Contract. During all such games, and any other time when Player is wearing such uniform without first obtaining the written consent of the Club, Player shall not wear, use or display any personal clothing or other item which can be perceived by anyone as being other than the Club uniform and other items furnished by the Club.

18. Definitions

For purposes of this Contract, the Regular Season means that period of the year during which League games among teams in the League have been scheduled by the League prior to the commencement of such season in order to determine the teams which will participate in the Championship and Playoff Series.

**19. Commissioner
Approval**

This Contract shall be valid and binding upon the parties immediately upon its execution. The Club shall file a copy of this Contract with the League Commissioner within 72 hours of its execution. If pursuant to the League Code of Regulations, By-Laws and/or Rules and Regulations, the Commissioner disapproves this Contract within seven (7) days after receipt thereof, this Contract shall thereupon terminate and be of no further force or effect and the Club and Player shall thereupon be relieved of their respective rights and liabilities hereunder. No amendment or other modification or alteration of this Contract shall be effective or binding upon the parties until such amendment or other modification has been reduced to writing and approved in writing by the Commissioner of the League.

